

NFL

CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

RULES GOVERNING QUALIFIED MAF PHYSICIANS

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RULES GOVERNING QUALIFIED MAF PHYSICIANS

TITLE I: GENERAL

Rule 1. The Purpose of These Rules. These Rules govern the operation and monitoring of the network of Qualified MAF Physicians in the Settlement Program established under Section 6.5(a) of the Settlement Agreement, which requires the Claims Administrator to “establish and maintain a list of Qualified MAF Physicians eligible to provide Qualifying Diagnoses” and that “each Qualified MAF Physician shall be approved by Co-Lead Class Counsel and Counsel for the NFL Parties.”

Rule 2. Adoption of These Rules. The Special Masters have adopted these Rules in the exercise of their duties pursuant to their appointment by the Court in its July 13, 2016 Order (Document 6871). The Special Masters may amend these Rules at any time *sua sponte* or after request by Co-Lead Class Counsel, the NFL Parties or the Claims Administrator and such input from Co-Lead Class Counsel, the NFL Parties and the Claims Administrator as the Special Masters deem appropriate.

Rule 3. Definitions Used in These Rules. All capitalized terms used in these Rules will have the meanings given to them in the Settlement Agreement. In addition:

- (a) “Claim” means any Claim Package (or portion of a Claim Package) submitted to the Claims Administrator seeking or relating to a Monetary Award or Supplemental Monetary Award, or a Derivative Claim Package (or any portion of a Derivative Claim Package) submitted to the Claims Administrator seeking a Derivative Claimant Award.
- (b) “Portal” means the online system created by the Claims Administrator for the exchange of materials and information between Qualified MAF Physicians and the Claims Administrator, between Settlement Class Members and the Claims Administrator, or among Co-Lead Class Counsel, the NFL Parties and the Claims Administrator, in the Settlement Program.
- (c) “Settlement Agreement” means the Amended Class Action Settlement Agreement dated as of June 25, 2014, as amended on February 13, 2015 (the “Settlement Agreement”) and approved in the Court’s May 8, 2015 Amended Final Approval Order and Judgment (Document 6534).
- (d) “Settlement Program” means the program for benefits for Settlement Class Members established under the Settlement Agreement.
- (e) “Special Master” and “Special Masters” mean any one or both of the two Special Masters appointed by the Court in its July 13, 2016 Order (Document 6871) or appointed in any subsequent Order of the Court.

TITLE II: OPERATION AND MONITORING OF QUALIFIED MAF PHYSICIANS

Rule 4. Execution of Participating Qualified MAF Physician Agreement with Claims Administrator. The Qualified MAF Physician must sign the Participating Qualified MAF Physician Agreement and return it to the Claims Administrator within 60 days after the Claims Administrator sends the Agreement, unless such period is extended by the Claims Administrator.

Rule 5. Review of Qualified MAF Physician Manual and Participation in Training. The Qualified MAF Physician must review the Qualified MAF Physician Manual, which includes: (a) information on scheduling MAF appointments; (b) guidelines for communicating with lawyers who represent Settlement Class Members; (c) a description of the diagnostic criteria for each Qualifying Diagnosis; (d) application of the CDR to assess functional impairment for Level 1.5 and Level 2 Neurocognitive Impairment; (e) neuropsychological testing protocol for Level 1.5 and Level 2 Neurocognitive Impairment; (f) instructions on submitting the MAF Diagnosing Physician Certification form; and (g) guidelines for determining the date of the Qualifying Diagnosis. The Qualified MAF Physician must participate in the orientation session and any subsequent trainings as directed by the Claims Administrator.

Rule 6. Scheduling of MAF Appointments with Settlement Class Members. The Qualified MAF Physician may follow his or her normal policies for scheduling, sending reminders and communicating with the Settlement Class Member. If neuropsychological testing is required, the Qualified MAF Physician must refer the Retired NFL Football Player to a licensed neuropsychologist certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN) in the specialty of Clinical Neuropsychology. If the Qualified MAF Physician receives results of prior neuropsychological testing performed by a Qualified BAP Provider, the testing must have been performed within a year before the date of the Qualifying Diagnosis. If the Qualified MAF Physician receives results of neuropsychological testing performed by a neuropsychologist other than the neuropsychologist to whom the Qualified MAF Physician referred the Retired NFL Football Player or a Qualified BAP Provider, or if neuropsychological testing was performed more than a year before the date of the Qualifying Diagnosis, the Qualified MAF Physician must contact the Claims Administrator before using the results of that neuropsychological testing.

Rule 7. Evaluation of Retired NFL Football Players According to the Settlement Program Criteria and Training by the Claims Administrator. Any Qualifying Diagnosis made by a Qualified MAF Physician must follow the Injury Definitions provided in Exhibit 1 to the Settlement Agreement, the Qualified MAF Physician Manual, and any other instructions provided by the Claims Administrator. The Qualified MAF Physician must base all Qualifying Diagnoses on his or her independent assessment of the Retired NFL Football Player, along with his or her review of any testing results and/or historical records.

Rule 8. Information on MAF Appointments. The Qualified MAF Physician must submit to the Claims Administrator information about each MAF appointment, including the Retired NFL Football Player's name, the date of the appointment and the result of the appointment, including whether he or she found a Qualifying Diagnosis or no diagnosis, what the

diagnosis was, whether additional testing is needed before a diagnosis can be rendered, and such other information as required by the Claims Administrator.

Rule 9. Information on Insurance and Fees Charged for MAF Appointments.

The Qualified MAF Physician must give the Claims Administrator complete, accurate and current information regarding (1) whether he or she accepts insurance for the MAF appointments; and (2) how much he or she charges for an MAF appointment if he or she does not accept insurance or if the player is a self-pay patient.

Rule 10. Submission of Documentation After Making a Qualifying Diagnosis. If the Qualified MAF Physician determines that the Retired NFL Football Player has a Qualifying Diagnosis, he or she must document the Qualifying Diagnosis and submit to the Claims Administrator (a) a completed and signed MAF Diagnosing Physician Certification form; and (b) all medical records supporting the Qualifying Diagnosis, including: (1) the report summarizing the Qualified MAF Physician's evaluation of the Player; (2) any CDR questionnaire/worksheet completed by the Qualified MAF Physician or the neuropsychologist for evaluating the Player's functional impairment; (3) any documentary evidence or third-party sworn affidavit corroborating the Player's functional impairment that the Qualified MAF Physician reviewed in making the diagnosis; (4) any neuropsychological testing evaluation the Qualified MAF Physician reviewed or relied on to make the diagnosis. For diagnoses of Level 1.5 or Level 2 Neurocognitive Impairment, the neuropsychological testing evaluation should identify the tests that were administered and include both the raw and scaled scores from those tests; (5) any historical medical records from other healthcare providers that the Qualified MAF Physician reviewed or relied on to make the diagnosis; and (6) any other imaging or test results the Qualified MAF Physician reviewed or relied on to make the diagnosis.

Rule 11. Results of MAF Exams. The Qualified MAF Physician must give a copy of the MAF Diagnosing Physician Certification form and related medical records to the Settlement Class Member upon request.

Rule 12. Submission of Requested Information to Claims Administrator. The Qualified MAF Physician must give the Claims Administrator any information reasonably requested by the Claims Administrator for the monitoring and implementation of the Qualified MAF Physician aspect of the Settlement Program.

Rule 13. Avoidance of Questionable Practices. A Qualified MAF Physician must perform all actions relating to the Settlement Program to the best of his or her professional ability and integrity and avoid any impropriety or the appearance of impropriety. Qualified MAF Physicians shall not:

- (a) Accept from a Settlement Class Member or his or her lawyer, law firm or any other person or entity any payment (except for the provision of services rendered), gifts, trips, dinners, entertainment, or anything else of value that could be perceived as a conflict of interest;

- (b) Be influenced in his or her methodology for performing MAF examinations or rendering diagnoses by a Settlement Class Member's lawyer, law firm or any other person or entity;
- (c) Communicate solely with a Settlement Class Member's lawyer, law firm or any other person or entity to the exclusion of the Settlement Class Member, except with regard to administrative items such as scheduling or medical record requests, without the express prior written permission from the Claims Administrator;
- (d) Predict, guarantee or assure the Settlement Class Member or his or her lawyer, law firm or any other person or entity, before examining the Retired NFL Football Player, that he or she will render a Qualifying Diagnosis;
- (e) Enter into an agreement, contract, business or financial arrangement with a lawyer, law firm or any other person or entity regarding the evaluation of a Settlement Class Member other than for the payment of the usual and customary charge for the medical examination;
- (f) Sign a Diagnosing Physician Certification Form for a Retired NFL Football Player whom he or she did not personally examine;
- (g) Allow a Settlement Class Member or his or her lawyer, law firm or any other person or entity to complete a Diagnosing Physician Certification Form on behalf of a Qualified MAF Physician or for the Qualified MAF Physician to sign;
- (h) Refer or recommend a lawyer, law firm or any other representative or entity to a Settlement Class Member;
- (i) Use the information learned during an MAF examination in his or her research, writing, or other professional activities without the express prior written permission from the Claims Administrator; or
- (j) Conduct an MAF examination at a location other than a standard treatment or diagnosis setting (*e.g.*, hotel rooms) without the express prior written permission from the Claims Administrator.

If the Claims Administrator determines that a Qualified MAF Physician has engaged in any of these practices, it may terminate the Qualified MAF Physician immediately from participating in the Program.

Rule 14. Monitoring of Claims Based on Diagnoses from Qualified MAF Physicians. The Claims Administrator has discretion to monitor Claim Packages received based on Qualifying Diagnoses made by Qualified MAF Physicians to look for trends, such as: (a) whether Retired NFL Football Players appear to be travelling long distances to see certain Qualified MAF Physicians; (b) whether some Qualified MAF Physicians appear to be providing more Qualifying Diagnoses than others; (c) whether the Qualified MAF Physicians appear to be applying the Settlement's diagnostic criteria appropriately when making Qualifying Diagnoses;

and (d) whether the Qualified MAF Physicians include sufficient information in their reports documenting Qualifying Diagnoses.

Rule 15. Suspension of Qualified MAF Physician. If the Claims Administrator determines in its sole discretion there is a need to do so, the Claims Administrator may suspend the Qualified MAF Physician from participation in the Program for a period of up to 90 days by sending written notice of suspension to the Qualified MAF Physician. During the suspension period, the Claims Administrator will add a notation to the Qualified MAF Physician's name on the list of Qualified MAF Physicians posted on the Settlement Website to explain that the Qualified MAF Physician is suspended and the Qualified MAF Physician will not be authorized to make Qualifying Diagnoses or sign Diagnosing Physician Certification Forms as a Qualified MAF Physician. The Claims Administrator will not accept any Qualifying Diagnoses based on examinations during a suspension period. Any Settlement Class Members the Qualified MAF Physician sees or communicates with during this period of suspension must be informed that his or her privileges have been suspended and that he or she is not qualified to render Qualifying Diagnoses in support of Claims.

Rule 16. Termination of Qualified MAF Physician. Section 8.02 of the Participating Qualified MAF Physician Agreement provides that either party to that Agreement may in its sole discretion terminate the Agreement by providing 30 days' prior written notice to the other party. Under this provision, the Claims Administrator may terminate the Qualified MAF Physician from participation in the Program by giving the Qualified MAF Physician a written Notice of Termination. The Notice includes a Termination Date 30 days after the date of the Notice and explains that the Claims Administrator will add a notation to the Qualified MAF Physician's name on the list of Qualified MAF Physicians posted on the Settlement Website to explain that the physician's appointment as a Qualified MAF Physician will end on the Termination Date in the Notice. In addition, Section 5.04 of the Participating Qualified MAF Physician Agreement allows the Claims Administrator to immediately terminate the Qualified MAF Physician upon a finding of fraudulent diagnoses.